

1 for the former and access rates for the latter?

2 MR. D'AMICO: Only for the usage of the  
3 facility.

4 MR. GOYAL: Okay. And the parties would  
5 distinguish access from recip comp traffic on the  
6 basis of the NXXs of the originating and  
7 terminating parties; is that correct?

8 MR. GRIECO: That sounds right to me,  
9 yeah.

10 MR. D'AMICO: I think that's another  
11 issue, and our position is that the NXXs may not  
12 always be appropriate because the actual end user  
13 may be somewhere else. This is that virtual  
14 exchange.

15 MR. GOYAL: From what I understand the  
16 parties' testimony on this issue, WorldCom  
17 expressed a concern that if Verizon elected to use  
18 one-way trunking under its proposed language,  
19 WorldCom would be deprived of the benefit of  
20 two-way trunking; is that correct?

21 MR. GRIECO: Yes.

22 MR. GOYAL: In light of the testimony we

1 just heard from Verizon on the language they have  
2 agreed to with respect to the language that  
3 WorldCom has proposed, does that concern go away?

4 MR. GRIECO: I'm still somewhat concerned  
5 I got sort of an indication from the line of  
6 questioning I got yesterday from Mr. Edwards that  
7 although Verizon would agree to establish two-way  
8 trunking with us that they may not intend to route  
9 their traffic on it, in essence making the  
10 establishment of a two-way trunk group kind of  
11 obsolete. They would still put in their one-way  
12 trunk groups to us and route the outbound traffic  
13 to us on the two-way trunk groups.

14 MR. GOYAL: Does Verizon have a response  
15 to that?

16 MR. D'AMICO: If we agree to two-way  
17 trunking, there wouldn't be any reason we wouldn't  
18 use those trunks. We would send our traffic over  
19 to them.

20 MR. GOYAL: So, where WorldCom chooses to  
21 employ two-way trunking, Verizon would use those  
22 two-way trunk facilities where WorldCom chooses

1 one-way trunks, WorldCom would similarly use  
2 one-way trunks?

3 MR. D'AMICO: Yes.

4 MR. GRIECO: As long as they use the trunk  
5 groups we put in, that would be fine.

6 MR. GOYAL: Great. Moving on to issue  
7 IV-4.

8 MR. EDWARDS: Could I ask a procedural  
9 issue? Are we going to finish the staff cross  
10 before we move on to issues we are going to do by  
11 phone?

12 MR. DYGERT: There was our plan, yeah. Is  
13 that acceptable to everyone?

14 Is it going to be an inconvenience for the  
15 people waiting to hear by phone if they hear from  
16 us in about 45 minutes?

17 MR. OATES: I could call to check. The  
18 last word I gave her was ten or shortly afterwards  
19 when we take a break. I think she's going to be  
20 available, but I will call and check if it's a  
21 convenient time.

22 MR. DYGERT: Do you mind doing that?

1 MR. OATES: Sure.

2 MR. GOYAL: Moving on to issue IV-4, one  
3 of the issues that came up in the testimony  
4 yesterday was the locations to which WorldCom's  
5 proposed language in 1.1.4.1 and 1.1.4.2 would  
6 apply.

7 With respect to the phrase  
8 "interconnection route" used in 1.1.4.2, I'm trying  
9 to figure out on whose side of the POI would that  
10 location be? Is WorldCom asking for environmental  
11 information only on Verizon's side of the POI?

12 MR. GRIECO: I think what we are looking  
13 for is on our side of the POI, basically trying to  
14 get from--in the case of a co-location arrangement,  
15 from getting our fiber from the street up to the  
16 co-location cage in their facility. There's a  
17 portion of that path that's in their control. I  
18 mean, it's in their building, it has to go through  
19 maybe floors of conduit or elevator shafts or  
20 whatever, through the building facility to get to  
21 our equipment in the co-location cage.

22 MR. GOYAL: Is this proposed language

1 limited to areas in Verizon's ownership and  
2 control?

3 MR. GRIECO: The language probably is a  
4 little bit ambiguous. It could probably be cleaned  
5 up a little bit to imply more closely what we are  
6 looking for.

7 MR. GOYAL: With respect to the language  
8 in the last sentence of that same paragraph that  
9 begins, "Information is considered available if it  
10 is in Verizon's possession," et cetera, yesterday I  
11 believe you testified, Mr. Grieco, that WorldCom  
12 would consider narrowing that language as well.  
13 Does WorldCom have any thoughts today on how it  
14 would narrow that language?

15 MR. GRIECO: Well, the intent of the  
16 language was just--if Verizon knows about  
17 something, we want to know about it. We don't  
18 really want to limit the source of where that  
19 information comes from. If they know of something,  
20 whether that information they know of came  
21 from--comes from current employees, past employees  
22 or whatever, if they know about it, we want that

1 information. We didn't mean to imply we expect  
2 them to survey all ex-employees searching out  
3 information. So, that language could be reworded  
4 to try to reemphasize that point.

5 MR. GOYAL: As I understand that  
6 paragraph, I believe you testified yesterday that  
7 applies both to co-location facilities as well as  
8 other interconnection locations, routes.

9 MR. GRIECO: Any LEC facility that we  
10 would be looking to establish interconnection at.

11 MR. GOYAL: Turning for a moment to the  
12 issue of co-location facilities, Verizon testified,  
13 I believe, in its direct and its rebuttal testimony  
14 on this issue, that WorldCom already has  
15 information, and I believe all other CLECs would  
16 have information available about environmental  
17 hazards through Verizon's co-location tariff; is  
18 that correct?

19 MR. ALBERT: That's correct.

20 MR. GOYAL: Can you explain exactly which  
21 information the co-location tariff obligates  
22 Verizon to provide Verizon facilities.

1 MR. ALBERT: I guess the best example I  
2 gave yesterday was like if there was a situation  
3 with asbestos in our central office buildings. The  
4 terms and conditions in the co-location process  
5 basically spell out when that is encountered, the  
6 fact we got to make the carriers aware of that and  
7 make their contractors aware of that so that when  
8 they do construction they could take suitable  
9 precautions to work in that environment.

10 MR. GOYAL: Does Verizon currently  
11 maintain internally procedures or policies related  
12 to the safety of its own employees with respect to  
13 environmental hazards?

14 MR. ALBERT: We have a number of policies,  
15 and some of those are safety-related. I'm not  
16 intimately familiar with each and every one of  
17 them. We do very broad things called corporate  
18 policy statements, and I think I recall some of  
19 those related to employee safety.

20 MR. GOYAL: In the typical Verizon tandem  
21 office, end office, central office facility, would  
22 there be a responsible Verizon employee or officer

1 in charge of issues related to employees' safety,  
2 including environmental information?

3 MR. ALBERT: There are a couple of  
4 different organizations. There is the organization  
5 that handles our buildings. From a maintenance and  
6 administrative perspective, they have an individual  
7 who is responsible for specific buildings.

8 The central office buildings, if we are  
9 talking about them, then also within the operations  
10 organization there winds up being an individual  
11 usually within the switching portion of the  
12 organization that from the equipment and equipment  
13 access perspective is responsible for the issues  
14 associated with that.

15 So, you got kind of like a couple of  
16 people from two different perspectives and two  
17 different organizations within Verizon that have  
18 responsibilities for the central office buildings.

19 RECORD REQUEST

20 MR. GOYAL: Could I make this a record  
21 request to Verizon. Could Verizon provide us with  
22 a list, indicating--I suppose indicating who those



1 officials or employees within Verizon offices would  
2 be, and also identifying the organizations  
3 responsible for Verizon employees' safety?

4           Why don't we hold off on that record  
5 request, define it more narrowly and give it to  
6 Verizon at the end of the day.

7           MR. EDWARDS: Yes, sir.

8           MR. STANLEY: I'm just wondering,  
9 Mr. Grieco, I understand that in the co-location  
10 tariff, there are the provisions for at least  
11 asbestos information. Is there anything else  
12 specifically that WorldCom is looking for, any  
13 other specific types of environmental information  
14 that would not be covered by the co-location  
15 tariffs?

16           MR. GRIECO: I'm not exactly sure what's  
17 covered by the co-location tariff because I have  
18 never seen it, but we made mention in here to  
19 radon, asbestos, or other such contaminants in a  
20 building that would be of concern to the employees.  
21 I don't know what they all might be, but those are  
22 two that we specifically mentioned.

1 MR. STANLEY: And Mr. Albert, is radon and  
2 other contaminants covered by the information  
3 disclosure in the co-location tariffs?

4 MR. ALBERT: I'm not sure if they're  
5 specifically spelled out or if it's a more--more  
6 broadly worded approach.

7 MR. GRIECO: We also mention lead paint in  
8 there, too. It's a third one.

9 MR. GOYAL: I would like to move on now to  
10 issue IV-5.

11 What I would like to clarify is whether  
12 the WorldCom proposed language and the Verizon  
13 proposed language under this issue addresses the  
14 same compensation issues we just discussed under  
15 issue IV-2. Is the same issue of nonrecurring  
16 charges for interconnection trunk for two-way  
17 interconnection trunk facilities?

18 MR. D'AMICO: It applies to both one way  
19 and two way, but I guess in this application  
20 they're basically the same.

21 I think what WorldCom's language is saying  
22 is that there are no other charges, and we are

1 saying that the charges that apply will be PPU for  
2 two-way trunking. If it's a one-way trunking  
3 environment, then they won't be.

4 MR. GOYAL: With respect to WorldCom's  
5 proposed 1.1.6.6 and 1.2.5, in contrast to the  
6 language proposed to issue IV-2, does this language  
7 apply solely to mid-span fiber meet arrangements?  
8 I believe, Mr. Grieco, you testified yesterday that  
9 it did.

10 MR. GRIECO: That was intended to apply in  
11 mid-span meet arrangements.

12 From a compensation facilities  
13 perspective, our point is that we want whatever  
14 compensation to be symmetrical in nature. If  
15 Verizon is going to charge us for--to trunk  
16 termination on their switch for two-way trunking,  
17 we want to be able to charge them for the same  
18 thing on our end, if obviously the trunk terminates  
19 in our switch. We perform the same function.

20 Each piece of facility, whether it goes  
21 through a mid-span or IP or co-lo or how many there  
22 are to get from switch to switch, the compensation

1 for the facility should be symmetrical. Much of  
2 the language in Verizon's contract puts most of the  
3 onus on WorldCom to pay for facilities that is  
4 improportionate.

5           Paying for the use for traffic flowing  
6 over the facilities should be reciprocal  
7 compensation and meet-point billing, and those  
8 again are symmetrical or should be symmetrical  
9 compensation mechanisms.

10           MR. GOYAL: With respect to Verizon's  
11 objection to the language, remaining objection to  
12 the language in 1.2.5, even assuming that it is  
13 clarified to limit it solely to mid-span fiber  
14 meets, it's my understanding that Verizon's  
15 objection for charges for trunk ports would not  
16 be--Verizon's recovery for those charges would not  
17 be covered under this language; is that correct?

18           MR. D'AMICO: Correct, yes, sir.

19           MR. GOYAL: As we discussed for issue  
20 IV-2, could there be corresponding costs to  
21 WorldCom for trunk ports and trunk connections on  
22 its side of the mid-span fiber meet facility?

1 MR. D'AMICO: Yes.

2 MR. GOYAL: I would like to move now to  
3 issue IV-6.

4 And actually, if the witnesses don't mind,  
5 I would like to discuss IV-6 and VI-1(C) together.  
6 IV-6 relates to mid-span meet and records to access  
7 toll traffic. The reason I want to discuss them  
8 together is I'm a little confused as to whether  
9 there is a functional difference between the types  
10 of traffic being exchanged under these two issues.

11 Under issue IV-6, is the traffic that  
12 Verizon is concerned about traffic between  
13 WorldCom's switch where it's acting as a CLEC  
14 routed to and from traffic to an IXC interconnected  
15 at the same Verizon tandem through an access trunk?

16 MR. D'AMICO: Yeah, IV-6 would be what we  
17 call access toll connecting trunks, and those  
18 trunks are being used for MCI to send calls through  
19 Verizon's access tandem to interexchange carriers.

20 MR. GOYAL: And with respect to the  
21 traffic being exchanged as described in issue  
22 VI-1(C), would that similarly be traffic exchanged

1 between MCI, MCI CLEC switch, the Verizon tandem,  
2 and the network of a toll-free service provider,  
3 whether that's Verizon or some other entity?

4 MR. D'AMICO: Yes, that's the type of  
5 traffic.

6 Are you asking would that also go over the  
7 access connecting toll trunk?

8 MR. GOYAL: Yes.

9 MR. D'AMICO: If we could figure out a way  
10 to go over that, that would work, but in most cases  
11 we have an 8YY separate trunk group, which allows  
12 it to be peeled off so record exchange and other  
13 billing type things can occur.

14 MR. GOYAL: But in both cases we are  
15 talking about the CLEC switch, the Verizon tandem,  
16 and then the facilities to connect to the switch of  
17 an interexchange carrier, whether it's a toll  
18 carrier or toll-free service provider or not?

19 MR. D'AMICO: Yes.

20 MR. GOYAL: What confuses me is it seems  
21 to me both parties adopt inconsistent positions  
22 between those two issues because the--in light of

1 Mr. D'Amico's testimony just now that the  
2 functional arrangement for the traffic is the same,  
3 as I understand--and parties don't have to respond  
4 to that question right now, but to give background  
5 of where my question is going, I would just like to  
6 clarify, my understanding of Verizon's position  
7 under issue IV-6, and correct me on this if I'm  
8 wrong, is that Verizon would like to segregate toll  
9 traffic from the local interconnection trunk groups  
10 on to access toll connecting trunks between its  
11 tandem switch and the WorldCom switch.

12 MR. D'AMICO: Yes.

13 With just the caveat, "toll" means  
14 different things to different people because  
15 there's intra-LATA toll to Verizon's numbers, so  
16 recip comp and intra-LATA toll to Verizon customers  
17 could go over the local interconnection groups.  
18 But what we are talking about here is, I guess, the  
19 call basically going to some other party other than  
20 Verizon as a toll call.

21 MR. GOYAL: Then let me ask the question  
22 this way: Is there any reason, in Verizon's

1 opinion, why compensation arrangements for the two  
2 types of traffic should be different? Leaving  
3 aside the technical aspect of the 8YY traffic being  
4 exchanges. Is there any economic or policy reason  
5 why the compensation arrangements for the two types  
6 of traffic should be any different? The access  
7 traffic under issue IV-6 and the toll-free traffic  
8 under issue VI-1(C).

9 MR. D'AMICO: Well, no. Access charges is  
10 using meet point billing arrangements, and what are  
11 the respective parties involved in billing those  
12 parties jointly those access charges.

13 MR. GOYAL: Mr. Grieco, do you agree with  
14 that characterization?

15 MR. GRIECO: Well, I'm trying to run  
16 through my mind how this traffic is routing, and it  
17 sounds like what Mr. D'Amico described is what we  
18 do anyway. I'm not sure what the issue is.

19 MR. GOYAL: Let me put the question  
20 another way: Is it your understanding that the  
21 compensation arrangements for the traffic exchanged  
22 under issue IV-6, namely or at least with respect



1 to access traffic exchanged under issue IV-6  
2 between the WorldCom CLEC switch, the Verizon  
3 tandem, and a toll carriers' network also  
4 interconnected at that tandem, and the traffic  
5 exchanged under issue VI-1(C) between WorldCom CLEC  
6 switch, the Verizon tandem, and a toll-free service  
7 carriers' network, is it your understanding that  
8 the compensation arrangements for those two  
9 scenarios should be the same?

10 MR. GRIECO: We are talking about in issue  
11 6(C) that is an 800 provider, comparing traffic to  
12 IXC versus IXC that's via the 800 number the LEC  
13 tandem?

14 MR. GOYAL: Yes.

15 MR. GRIECO: I know there's other charges  
16 associated with 800 service that don't apply in a  
17 standard-dial ten-digit number that we would be as  
18 the originating carrier, I guess, entitled to I  
19 believe it's spelled out in VI-1(C).

20 MR. GOYAL: Let's turn to WorldCom's  
21 language red-lined in VI-1(C). I believe it's at  
22 pages--

1 MR. GRIECO: This is my rebuttal--

2 MR. GOYAL: It's your direct testimony,  
3 and it's dated August 17, pages 27 and 28.

4 A moment ago you testified that with  
5 respect to traffic WorldCom exchanges with Verizon  
6 under this language, WorldCom would be acting as  
7 the local interexchange carrier; is that correct?

8 MR. GRIECO: Yes, in both of those  
9 scenarios.

10 MR. GOYAL: And yet I see in Section 1.2  
11 WorldCom--is WorldCom proposing in Section 1.2 that  
12 Verizon recover access charges from the toll-free  
13 service access code service provider for the tandem  
14 routing that it provides to WorldCom?

15 MR. GRIECO: What this section here is  
16 saying is that we will charge the 800 service  
17 provider for the query charge and switched exchange  
18 access, and Verizon should charge them the transit  
19 tandem switching charge. I'm reading that  
20 correctly.

21 MR. GOYAL: Could you tell me again which  
22 section you're referring to.

1 MR. GRIECO: 1.2, lines 15 through 22. Is  
2 that what you were referring to?

3 MR. GOYAL: Yes.

4 And under this language Verizon would  
5 assess the tandem traffic charge and associated  
6 passthroughs to the toll-free service access  
7 provider?

8 MR. GRIECO: Right.

9 MR. GOYAL: For issue IV-6, WorldCom is  
10 proposing that--is WorldCom proposing where it acts  
11 as exchange carrier to pay the tandem switching  
12 charge for traffic routed through the tandem to any  
13 access providers?

14 MR. GRIECO: Yes.

15 Why is it inconsistent?

16 MR. GOYAL: Yes.

17 MR. GRIECO: Because on 800 calls we don't  
18 recover any costs. On long-distance call we get  
19 additional revenue from our end user to cover the  
20 cost of that.

21 MR. GOYAL: Does Verizon have a response  
22 to that?